

1905-000 Chancery Causes: Jennie H. Baylor ^{tr} vs. Lon H. Baylor &
Lee Co. Lon H. Baylor & vs. Jennie H. Baylor &

Morgan, Richmond, Beatty, Wolfe, Hyatt

CA-Estate Dispute
T-Property

To the Honorable H.A.W.Skeen, Judge of the Circuit Court
of Lee County, Virginia:

Humbly complaining your Orators Archie R. Paylor and Robert A. Paylor, infants who sue by Jennie H. Paylor thier mother and next friend, and your Oratrix Jennie H. Paylor in her own right, will respectfully show to your Honor that on or about the 1st day of May, 1901 Charles E. Paylor the father of your Orators and the husband of your Oratrix, departed this life having first made and published his last will and testament; that at the time of his death, said Charles E. Paylor was ~~saised~~ and possessed of a very valuable estate consisting of personalty and realty; that letters of administration on the personal estate have been granted by the County Court of Lee County to John A. G. Hyatt, who has entered upon the discharge of his duties as such administrator, with the will of the said Charles E. Paylor annexed; that the real estate of the said Paylor consisted of a very valuable farm situated at and near Boon's Path about fifteen miles west of the town of Jonesville in the beautiful Powells Valley and lying on both sides of the road leading from Jonesville to Cumberland Gap, containing from six to eight hundred acres; that this farm is in high state of cultivation and susceptible of partition among those entitled thereto; that he was also the owner of three valuable lots at or near the Pose Hill depot and in the plat laid off and dedicated by the late Col. A. H. Fulker son as and for a town site; that upon one of these lots there is erected a very valuable and commodious store-house; that the said Charles E. Paylor owned a valuable lot, as they are informed, in the town of Big Stone Gap, in Wise County, Virginia, the number and location of which lot is now unknown to your Complainants, but the deed for the same will be furnished in due time so as to properly designate said lot.

Your Complainants will now show your Honor that said Charles E. Paylor left surviving him your Oratrix, the said Jennie H. Paylor, his widow, and the following children, his heirs at law and the devisees under his last will and testament, to whom said lands descended, or was devised. No direct disposition was made by said will of said land and they pass under and by said will in the regular course of descent, to-wit, Lon H. Paylor, Harry Paylor, Hattie M. Paylor, Archie R. Paylor

and Robert A. Baylor; that Your Oratrix is entitled to dower, in said lands, which has not yet been assigned to her.

Your complainants will now show your Honor that while the real estate situated in said County of Lee is susceptible of partition, especially said farm, that the lot situated at Big Stone Gap, in Wise County should be sold, the same not being susceptible of partition. The lots at Rose Hill can be partitioned by assigning them to some one of those entitled thereto and by giving ~~xxx~~ to that one less of the home farm, or these lots can be sold and the proceeds divided among those entitled, as being most advantageous to the interest of the parties concerned.

Your Complainants will now show your Honor that the said Charles E. Baylor owed vaery few debts, if any, and that his personal estate is amply sufficient to pay all of said debts together with such bequest as was made by said will, and then leave, as they are informed, from Forty to Fifty Thousand Dollars for distribution, and the only object of this bill is partition of said real estate.

Your complainants will now show your Honor that said testator left as they are informed real estate situated in the state of Tennessee and located at Shawanee, Morristown and Knoxville, but they are informed that this Honorable Court can do nothing with respect to said real estate so situated.

Now the object of this Bill is to have the real estate owned by the said Charles E. Baylor at the time of his death and situated in the state of Virginia, partitioned among those entitled and to have dower assigned to your Oratrix the said Jennie H. Baylor, and being without adequate remedy at law, your Complainant pray your Honor's Court of Chancery to take cognizance of their cause, and grant them proper relief, to this end they make the said Lon H. Baylor, Harry Baylor and Hattie M. Baylor the parties defendant to this Bill; that they be required to answer the same, but not under oath as that is waived: that a guardian ad litem be appointed to answer for the said Hattie M. Baylor who is an infant under the age of twenty-one years: that upon a final hearing said lands be partitioned in kind, where that can be

done and by sale and partition of the proceeds where partition in kind is inexpedient; that dower be assigned to your Oratrix the said Jennie H. Baylor in said real estate, and for full and complete general relief. And your Complainants will ever pray &c.

W. S. Dumas p. q.

Chk

Co Clerk for
recording p 825

Jennie H. Baylor et al
vs. } Bill in Chy.
Lou H. Baylor, et al

1901 2nd October rules bill
filed Spa Executed and
G.A.L. filed + Decree nisi
1st Nov rules held the
last Monday in October
~~Decree~~ Nisi Confirmed
and Cause set for hear-
ing

10 90
4 50

Co Clerk for recording
p 825

20 20

C. T. Duncan, p.p.

To the Honorable H.A.W.Skeen, Judge of the Circuit

Court of Lee County, Virginia:

The answer of Hattie M.Baylor, an infant under the age of twenty-one years, by Geo.P.Cridlin, her guardian ad litem assigned to defend her in this suit, to a bill of complaint exhibited against her and others in this Honorable Court by Jennie H.Baylor and others.

The respondent reserving to herself the benefit of all just exceptions to the said bill, for answer thereto, or so much thereof as she is advised it is material she should answer, by her said guardian ad litem, answers and says:

That she is an infant of tender years, and by reason of her infancy is incapable of understanding, or of taking care of her rights and interests, She therefore by her said guardian, commends herself and her rights and interests to the protection of the Court, and prays that no decree may be pronounced which will tend to her prejudice.

And having fully answered, the said respondent prays to be hence dismissed with her reasonable costs in this behalf expended, and she will ever pray,&c.

Geo. P. Cridlin Guardian ad litem
for Hattie M.Baylor.

Virginia, Lee County, to-wit:

This day personally appeared before me, A.B.Munsey, Clerk of the Circuit Court for Lee County, Virginia, Geo.P.Cridlin, Guardian ad litem for Hattie M.Baylor, whos answer is above written, and made oath that the statements contained in the said answer are true to the best of his knowledge and belief.

Given under my hand this the 1st day of October, 1901.

A.B. Munsey Clerk.

Jennie H. Baylor et al

v. {

John H. Baylor et al

Guardian ad litem

Answer for Hattie

M. Baylor

Filed October 1st 1901

A B Murney Clerk

Guardian ad litem fee \$5.00

Jennie H. Baylor Guardian,

Complainant,

vs: In Chancery,

Archie R. Baylor, et al,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the motion of plaintiff that the purchaser be given leave to pay the purchase money notes owing for the balance of the land purchased by him; and the report of Special Comr. C.T. Duncan filed herein on the 19th day of Dec. 1905, and was argued by counsel:

On consideration of all which leave is granted B.F. Kincaid to pay the remainder due from him in this cause for the land purchased by him from C.T. Duncan Comr; and it appearing to the court that B.F. Kincaid has paid the whole of the remainder due upon the land purchased by him in this cause from the report of said Duncan Commissioner, and that deed retaining a vendor's lien for the said remainder of the purchase money has already been ~~paid~~ ^{made to him}, it is therefore adjudged ordered and decreed that the said lien retained in said deed be and the same is hereby released; and the said C.T. Duncan Commissioner will make the proper endorsement thereof upon the margin of the deed book in which the same has been recorded, and have the same properly attested. And it further appearing to the Court from the said report of the said C.T. Duncan that he has settled with Jennie H. Baylor ^{Guardian} and paid over to her the fund derived from the sale of said land for said infants, it is further adjudged ordered and decreed that said C.T. Duncan be relieved from further duty herein or obligation upon his bond. And there remaining nothing further to be done in this cause the same is stricken from the docket.

JH Bagby & Co

v $\frac{3}{3}$ Decr found

Archib. Bagby & Co

Entered in C.B.

No. 8, page 112

Ent. this Dec.

18, 1905

J. A. W. S. Linn

Jennie H. Baylor, et al., Plaintiffs.

vs. (In Chancery.)

Lon H. Baylor, et al., Defendants.

and. (Decree Final.)

Lon H. Baylor, et al., Plaintiffs.

vs. (In Chancery.)

Jennie H. Baylor, et al., Defendants.

These two causes, coming on again this the 10th day of March, 1903, to be heard upon the papers formerly read herein, the report of L.T.Hyatt, Special Commissioner, filed herein on the 3rd day of March, 1903, and the deed filed therewith, and the report of L.M. Carmical, G.W.Russell and J.P.Albert, Commissioners, filed herein on the 26th day of February, 1903, was argued by counsel. Upon ~~xxxxxx~~ consideration whereof, and the report of L.T.Hyatt, Special Commissioner, showing that he has conveyed to the said Lon H., Harry, and Hattie M.Baylor all the right title and interest in and to the 144 acre tract of land, and the legal title thereof, which became vested in Charles E.Baylor by virtue of the deed from B.M.Morgan and wife to him, with covenants of special warranty, and acknowledged the said deed for recordation, as required by the decree entered in these causes on the 14th day of November, 1902, and no exceptions having been taken or filed to the said report or deed, it is adjudged ordered and decreed that the said report and deed be and they are each hereby confirmed and approved; and that the said Lon.H., Harry, and Hattie M.Baylor pay to the said L.T.Hyatt, Special Commissioner, the usual fee of \$5.00 for his services in making the said deed.

And it appearing that the report of partition of the said L.M. Carmical, G.W.Russell and J.P.Albert, Commissioners, has been filed herein the time required by law, and that no exceptions have been taken or filed thereto, it is further adjudged, ordered and decreed that their said report or partition, the plat with said report, and the partition therein shown, be and the same are hereby confirmed and approved by the court. ~~And it appearing to the court that in~~

And, pursuant to the said report and plat of partition, it is further adjudged, ordered and decreed that Archie R. Baylor take and hold Lots ~~numbered~~ ^{the} 1, containing 39 acres, No. 2, containing 38 acres, and No. 3, containing 10 acres; that Robert A. Baylor take and hold Lots No. 4., containing 31 acres, No. 5., containing 39 acres, and No. 6, containing $9\frac{1}{2}$ acres; that the said Archie R. and Robert A. Baylor take and hold jointly the house and lot in the town of Rose Hill, known as the Pierce house; that Lon H. Baylor take and hold Lots No. 7, containing 25 acres, No. 8, containing 20 acres, and No. 9, containing $13\frac{1}{2}$ acres; that Harry Baylor take and hold Lots No. 10, containing 48 acres, No. 11, containing 46 acres, and No. 12, containing 10 acres; that Hattie Baylor take and hold Lots No. 13, containing 70 acres, No. 14, containing 46 acres, and No. 15, containing $11\frac{1}{2}$ acres, and also the house and lot in the town of Rose Hill, known as the Johns Lot; that the widow, Jennie H. Baylor, take and hold as and for her dower in the real estate of which the said Chas. E. Baylor ~~was~~ seized of an estate of inheritance during the coverture between them, to have and to hold during the period of her natural life the lot, marked, "Dower" in said plat and report, containing 130 acres, and also the Store-House and lot in the town of Rose Hill, Virginia, and after the death of the said Jennie H. Baylor the two-fifths ^{of said 130 acres} ~~thereof~~ adjoining the lots of Robert A. Baylor, as shown ~~on~~ ^{of} said plat and described in said report, ~~as~~ containing 37 acres, shall become the joint property of the said Archie R. and Robert A. Baylor, and the remaining portion of the said 130 acres shall, after the death of the said Jennie H. Baylor, become the joint property of the said Lon H., Harry and Mattie Baylor, ^{and said store house and lot in Rose Hill shall become the joint property} And each ~~of~~ ^{rights, ways and} the said Lots mentioned in the said partition shall be held subject the the ^{rights, ways and} easements, and carry with them the appurtenances set out in the said report.

And it appearing to the court that pursuant to an agreement in writing of the parties interested, which writing is attached to the said report, the said commissioners, in making the said partition, first laid off to Archie R. and Robert A. Baylor, each, a one-fifth of the lands of C. E. Baylor, deceased, then to the widow her dower therein,

all five, Harry, Mattie, & John
Archie R. & Robert A. Baylor

and then partitioned the remaining ~~xxxxxx~~ three-fifths of the lands of the said Chas.E.Baylor, deceased, ^{together with.} ~~and~~ the 144 acre tract derived from their mother, as shown by the former proceedings of these causes, among the said Lon. H., Harry, and Hattie M.Baylor, in equal proportion, this action of the said Commissioners is likewise approved and confirmed by the court.

And it is further adjudged, ordered and decreed that the clerk of this court transmit to the clerk of the county court of Lee county a copy of the decree appointing the said commissioners, the said report and plat, ^{and agreement thereto attached} and a copy of this decree, to be recorded by the said county court clerk in his proper deed book, and indexed as required ^{by} law, and his fees for recording which shall be taxed as a part of the costs of this suit.

And it is further adjudged, ordered and decreed that the costs of these causes be paid by J.A.G.Hyatt, Administrator of the estate of Chas.E.Baylor, deceased, ^{including a fee of \$50.00 to the guardian} pursuant to an agreement of the parties to this suit, and the said administrator shall have credit for the ^{payments so made.} ~~same~~ in the settlement of his administration accounts.

And there remaining nothing further to be done in these causes, it is ordered that the same be stricken from the docket.

ad return of the instruments

Jennie H. Baylor et al
v { Lu Lhy.

Lou H. Baylor, et al.

and

Lou H. Baylor et al.

v { Lu Lhy.

Jennie H. Baylor et al.

Decree confirming deed,
and Report of Partition.
Final.

Entered on Co. B. 7.
P. 275.

Enter this decree
Mch 10th 1903.
H. A. W. Shum

Lee Circuit Court.

Jennie H. Baylor, et al, Plaintiffs.

v.

Lon H. Baylor, et al, Defendants.

and

Lon H. Baylor, et al, Plaintiffs.

v.

Jennie H. Baylor, et al, Defendants.

D E C R E E.

These two causes coming on again this day to be heard, upon the papers formerly read herein, and depositions taken since the last term of this court, was argued by counsel: Upon consideration of which it is adjudged, ordered and decreed that as to the tract of land of 144 acres, in litigation in the second of the above styled causes, being the same land which was conveyed by Charles Daugherty and wife to Harriet M. Baylor, by deed dated February 28, 1877, recorded in Lee County D. B. 17, page 626, the plaintiffs in said second styled cause, to-wit, Lon H. Baylor, Harry Baylor, and the infant plaintiff, Hattie M. Baylor, do take and hold said tract of land as and for their own; and that the plaintiffs in the first styled cause, to-wit, Jennie H. Baylor, Archie R. Baylor and Robert A. Baylor, have no interest in said tract of land, the court being of opinion that the said tract of land was conveyed by Harriet M. Baylor and her husband, Charles E. Baylor, to B. M. Morgan, by deed dated February 28, 1877, recorded in Lee County D. B. 18, page 76, upon the trust set up in the bill in the second of said causes, and in the answer to the first of said causes, and that the legal title to said land was improperly conveyed by the said B. M. Morgan and his wife to Charles E. Baylor, and in order to perfect the legal

title to said land in the said Lon H., Harry, and Hattie M. Baylor, L. T. Hyatt is hereby appointed a special commissioner to convey to said Lon H., Harry and Hattie M. Baylor all the right, title and interest in and to the said tract of land, and the legal title thereof, which became vested in the said Charles E. Baylor, by virtue of the deed from B. M. Morgan and wife to him, dated December 12, 1877, and of record in Lee County D. B. 37, page 521. He shall convey with covenants of Special Warranty, and acknowledge said deed for recordation, and report his action hereunder to this court at a future term. It is further adjudged, ordered and decreed that the temporary injunction awarded in this cause on January 29, 1902, be and the same is hereby made perpetual, so far as the same pertains to the said tract of 144 acres of land, and any interest therein of Jennie H., Archie R. and Robert A. Baylor. It is further ordered that the commissioners, L. M. Carmical, M. S. Ball, Wright Stickley, George W. Russell and J. P. Albert, heretofore appointed in the first of the above styled causes for that purpose, shall proceed to carry out the requirements of the decree entered in this cause at the November term, 1901, subject to the provisions of this decree hereinbefore set forth. They shall assign dower to Jennie H. Baylor in the lands of the said C. E. Baylor, exclusive of the said 144 acre tract, and shall make partition of said lands among the five heirs at law of the said C. E. Baylor mentioned in the said decree of the November term, 1901, outside of said 144 acre tract of land, and shall partition said 144 acre tract among the three heirs mentioned exclusively, to-wit, Lon H., Harry and Hattie M. Baylor, and in all other respects they shall comply with the said decree of the November term, 1901, and shall file their report herein as soon as practicable. *And it is adjudged that the plaintiffs in the ^{several} above styled cause recover from the defendants therein their costs by them expended thereon, for which execution may issue*
This cause thereupon came on further to be heard, upon the report of J. A. G. Hyatt, Receiver, filed herein November 5, 1902, which

sets forth that he had rented the real estate of the said C. E. Baylor including the 144 acre tract for the year 1902, for \$770., which sums would be payable, and most likely be paid, by January 1, 1903, and that of this amount, \$200. was for the rent of the 144 acre tract, and after argument by counsel thereon, and said report not being excepted to, it is adjudged, ordered and decreed, that said report be approved. The said Hyatt shall collect said rents, and shall pay out the \$200 to Lon H., Harry and Hattie M. Baylor, and shall pay the residue as a part of the general assets of the estate of C. E. Baylor to himself, as administrator d. b. n. with the will annexed of the estate of C. E. Baylor, and he shall report, at the next term of this court, his actions in this regard; and these causes ^{are} continued.

M E M O.

Jennie H. Baylor, by counsel, for herself and as next friend for Archie R. and Robert A. Baylor, having suggested to the court that she is aggrieved by the entering of the foregoing decree, and desires to appeal therefrom to the Supreme Court of Appeals of this State: It is ordered that the foregoing decree be suspended, for 60 days from this date, upon condition that the said Jennie H. Baylor, as to her interest, shall execute a suspending bond conditioned as the law directs, in the penalty of \$ 50.00, but no suspending bond shall be required of said infants.

bond shall be reditied of said infants.

the law directs, in the penalty of \$ _____, but no suspending as to her interest, shall execute a suspending bond conditioned as 60 days from this date, upon condition that the said Jennie H. Baylor State: It is ordered that the foregoing decree be suspended, for desires to appeal therefrom to the Supreme Court of Appeals of this that she is relieved by the entering of the foregoing decree, and for Archie H. and Robert A. Baylor, having suggested to the court Jennie H. Baylor, by counsel, for herself and as next friend

M K M O.

Jennie H. Baylor et al.
v { In Chancery
Lou H. Baylor et al.
and
Lou H. Baylor et al.
v { In Chancery
Jennie H. Baylor et al.

Decree re

Entered on C.D.B. P.
199, 200, 201,

Enter this decree
Nov. 14, 1902

H. C. C. C. C.

Archie R. and Rob't A. Baylor infants who sue by
Jennie H, Baylor their mother and nearest friend
and Jennie H, Baylor in her own right. Plaintiffs.

vs. { *In Chancery*.

Lon H. Baylor, Harry Baylor and Hattie M. Baylor, the
last named being an infant within the age of 21
years. Defendants.

AND

L. H. Baylor, Harry Baylor and Hattie M. Baylor,
who sues by R. B. Beaty ^{her} their guardian and nearest
friend. Plaintiff.

vs. { *In Chancery*,
Baylor

Jennie H. Baylor and Archie R. and Rob't A. the two
last named being infants under the age of 21 years. . . . Defendants.

For reasons appearing to the court it is ordered that these
causes be brought on to be heard together, and on motion of Lon
H. Baylor and Harry Baylor, by their counsel, leave is granted them
to file their joint and seperate answer~~s~~ to the bill of complaint in
the first above styled cause, and the same is accordingly done, which
answer is prayed to be treated as a cross-bill; and the plaintiff re-
plied generally to said answer. And on motion of the said Jennie H.
Baylor, by her counsel, leave is granted her to file her answer to
said cross-bill, which is accordingly done; and the cross complainants,
Lon. H. and Harry M. Baylor, replied generally to said answer.

And on motion of the said plaintiff, Jennie H. Baylor,
leave is granted her to file her seperate demurrer and answer to the
bill of complaint~~s~~ in the second above styled cause which is accord-
ingly done; and the complainants in the second above styled cause
joined in said demur^r and replied generally to said answer~~s~~.

And on motion of the complainants in the second above styled cause, C. T. Duncan is appointed guardian ad litem for the infant defendants, Archie R. and Rob't A. Baylor; and on his motion leave is granted him to file their joint and seperate answers, which is accordingly done; and said complainants replied generally thereto.

And thereupon these causes, coming on this the 17th day of July, 1902, to be heard upon the papers formally read in the first above styled cause, the ~~the~~ said answer and cross-bill, and answer to said cross-bill and replication to each of the ~~two~~ said answers; and the papers formerly read in the second above styled cause, and the demurer and answer thereto; and the answer of C. T. Duncan guardian ad litem and replication thereto, was argued by counsel. On consideration whereof, it is adjudged, ordered and decreed that the said demur~~be~~ be over-ruled; and that these causes be continued.

Jennie H. Baylor et al.
vs { In Chancery
L. H. Baylor et al.
and
L. H. Baylor et al.
vs { In Chancery
Jennie H. Baylor et al.

Decree filing answers
Entered on C.D.
No 7. P. 138-139

Enter this decree
July 17th 1902.

H. d. w. Sherr

and answer thereto; and the answer of G. T. Duncan Guardian
demurder and answer thereto; and the answer of G. T. Duncan Guardian
the papers formally read in the second above styled cause, and the
said cross-bill and replication to each of the two said answers and
above styled cause their said answers and cross-bill and answers to
July, 1902, to be heard upon the papers formally read in the first
And thereupon these causes coming on this the 17th day of
is accordingly done, and said complainant's replied generally thereto.
leave is granted him to file their joint and separate answers which
said defendants Archie R. and Rob't A. Baylor, and on his motion
styled cause, G. T. Duncan is appointed Guardian ad litem for the in-
And on motion of the complainants in the second above

Lee Circuit Court.

L. H. Baylor, et al.

vs! Decree

Jennie H. Baylor, et al.

This cause came on to be heard this the 29th day of January, 1902, before the undersigned, Judge of the Circuit Court of Lee County, Virginia, in vacation at Big Stone Gap, Virginia, upon the bill of complaint and exhibit/s filed therewith, and appearance of Jennie H. Baylor by her attorney, C. T. Duncan, who has been appointed guardian ad litem for the infant defendants herein, and who ^{sc}resided the motion of the plaintiffs for ^{an injunction} ~~the relief asked for~~ ~~in the bill~~ in this cause, and after argument of counsel, it is adjudged, ordered and decreed that an injunction be, and it is hereby awarded ~~injoining~~ and restraining the commissioners, L. M/ Carmical, M. S. Ball, Wright Stickley, George W. Russell and J. P. Alberts from proceeding to partition the lands mentioned and set out in the bill and proceedings in the suit now pending in the Circuit Court of Lee County, under the style of Jennie H. Baylor, et al vs L. H. Baylor, et al, but this injunction shall not be effective until the plaintiffs or some one for them execute bond before the Clerk of the Circuit Court of Lee County, conditioned as the law directs in the penalty of Five Hundred Dollars.

And it is hereby adjudged, ordered and decreed that J. A. G. Hyatt be, and he is hereby appointed as a receiver in this cause, ^{whose duty} ~~but~~ it shall be and he is hereby empowered and directed to rent out ^{for a fair rental} for the year 1902 the whole of the lands of which G. E. Baylor died seised, and he shall collect the rents and profits therefrom and account and pay over the same as directed by future orders in this cause; he shall keep a separate account of the rents and profits derived from the tract of land mentioned and set forth in the bill in this cause; he shall, if so desired, by the defendant, Jennie H. Baylor, rent to her the mansion house in which she now resides and the buildings and land appertaining therto, and necessary for the enjoyment of said mansion house;

(2)

including
~~and shall also rent to her the one-third part in rental value~~
if she desires it, of the whole of said lands of which the said C.E. Baylor died seised, making if practicable a compact boundary of the lands so rented to her. Before acting under this decree the said Hyatt shall execute a receiver's bond before the Clerk of this Court in the penalty of \$1000.00, and the plaintiffs herein shall proceed to mature and prosecute this suit, which when matured shall be brought on to be heard and considered in the aforesaid suit of Jennie H. Baylor ^{et al} against L. H. Baylor et al.

To A. B. Munsey
Clerk

H. A. W. Siler, Judge
of Lee County Circuit Court.

L.H. Baylor et al

Dress for
Lujunition

Jimmie H. Baylor et al

Entered on by O.B.
No 7 Page 49

January 30th 1902

lands so rented to her. Before acting under this decree the said
Baylor died seized, making it practically a compact boundary of the
if she desires it of the whole of said lands of which the said C.H.
and shall also rent to her the one-third part in rental value

Jennie H. Baylor et al

V.

Lon H. Baylor et al.

This cause came on this day to be heard upon the bill of the complainant, the answer of the defendant Hattie M. Baylor and infant under the age of twenty-one years, by Geo. P. Cridlin, her guardian ad litem, and was argued by counsel.

And it appearing to the Court that process has been duly served upon the adult defendants L. H. Baylor and Harry Baylor for more than fifteen days before the first day of this term of the Court and that they have each failed to appear, answer, plead or demur to said bill, the same is taken for confessed against them.

On consideration of which and the Court being of opinion that the plaintiff Jennie H. Baylor widow of Chas. E. Baylor deceased is entitled to dower in the land owned by the said Chas. E. Baylor at the time of his death situated in the County of Lee and state of Virginia and that said land is susceptible of partition and that the parties are entitled to have the same partitioned, it is therefore adjudged, ordered and decreed that L. M. Carmical, M. S. Ball, Wright Stickley, George W. Russell and J. P. Albert, who are appointed Commissioners for the purpose, do go upon the lands in the bill and proceedings mentioned situated in Lee County, Virginia, ^{and partition the same}. They will first assign to Jennie H. Baylor one-third in rental value of all the real estate situated in said County and owned by the said C. E. Baylor at the time of his death, for her natural life, as and for her dower in said land; they will then assign to each of the five children of the said C. E. Baylor one equal fifth of said real estate, and they will assign, if the same can be done, without injury to the rights of the other coparceners, the shares allotted Archie E. Baylor and Robert A. Baylor, each of whom are infants, adjoining the dower assigned to their mother the said Jennie H. Baylor. In making said partition said commissioners will have due regard to quantity, quality, value, improve-

ments, water and ways. Said commissioners, any three of whom may act will proceed at their earliest convenience to discharge the duties herein imposed upon them and will report their action to some future term of this Court,

And this cause is continued.

Jennie H. Baylor et al
vs { Decree No. 1.

Lon H. Baylor, et al
Entered on Chancery
O.B. No 7 Page 16

Recorded in Deed Book
No. 40 page 147-157
Examined + Indexed

Enter this Decree
Nov. 9, 1901.

H A W. Skene

Virginia

at a circuit Court Continued and held for
Lee County at the Court-house thereof. On
Saturday November the 9th 1901.

Jennie H. Baylor Plaintiff

vs

Lon. H. Baylor et als Defendant

In Chancery

This Cause came on this day to be heard
upon the bill of the Complainant ~~## ## ## ##~~
~~## ##~~. On consideration of which and the Court
being of opinion that the plaintiff Jennie H.
Baylor widow of Chas. E. Baylor deceased, is
entitled to dower in ^{the} lands owned by the said
Chas. E. Baylor, at the time of his death situated
in the County of Lee and State of Virginia and
that said land is susceptible of partition: It
is therefore adjudged ordered and decreed that
L M Carnical, M. S. Ball, Wright Stickley, George
McRussell and J. P. Albert, who are hereby
appointed Commissioners for the purpose, do
go upon the lands in the bill and proceedings
mentioned situated in Lee County Virginia
and partition the same.

They will first lay off and assign to Jennie
H. Baylor one-third in rental value of all the
real estate situated in said County and
owned by the said Chas. E. Baylor, at the time
of his death for her natural life, as for, and
her dower in said land; they will then assign

to each of the five Children of the said L.E. Baylor one equal fifth of said real estate; and they will assign if the same can be done without injury to the rights of the other Coparceners the Shares allotted to Archie R. Baylor and Robert A Baylor, each of whom are infants adjoining the dower assigned to their mother the said Jennie H. Baylor.

In making said partition said Commissioners will have due regard for quantity, quality, Value of improvements water, and ways. Said Commissioners any three of whom may act, will proceed at their earliest Convenience to discharge the duties herein imposed upon them, and will report their action to some future Term of this Court. And this Cause is continued.

An abstract Copy

Teste: A B Munsey Clerk

Virginia

At a circuit court continued and held
for Lee County at the Court-house thereof, on
Saturday November the 9th. 1901.

Jennie, H. Baylor Plaintiff
vs
Lon. H. Baylor et al Defendant } In Chancery

This Cause came on this day to be heard upon
the bill of the Complainant ## ## ## ## ## ##

On consideration of which, and the Court
being of opinion that the plaintiff Jennie H. Baylor
widow of L. H. Baylor deceased, is entitled to dower
in the lands owned by the said L. H. Baylor at the time
of his death situated in the County of Lee and State of
Virginia, and that said land is susceptible of partition

It is therefore adjudged, Ordered and decreed that
L. M. Carmichael, M. S. Ball, Wright Stickley, George W. Russell
and J. P. Albert, who are hereby appointed Commissioners
for the purpose, do go upon the lands in the bill and
proceedings mentioned situated in Lee County Vir-
ginia and partition the same.

They will first lay off and assign to Jennie H.
Baylor one third in rental value of all the real
estate situated in said County, and owned by the
said L. H. Baylor, at the time of his death for
her natural life, as and for her dower in said
land; they will then assign to each of the five
children of the said L. H. Baylor one equal fifth
of said real estate; and they will assign if the

same can be done without injury to the rights of the other Coparceners the Shares allotted to Archie R Baylor and Robert A Baylor, each of whom are infants, adjoining the dower assigned to their Mother the said Jennie. H. Baylor.

In making said partition said Commissioners will have due regard for quantity, quality value of improvements water and ways. Said Commissioners any three of whom may act, will proceed at their earliest Convenience to discharge the duties herein imposed upon them, and will report their action to some future term of this Court. And this Cause is continued.

An abstract Copy

Teste: A. B. Munsey Clerk

Jennie H Baylor
Do } Copies of Decree
Lon H Baylor et al

Granted Decree and
1401 1/2 following copies

~~See~~ Copies on

L. M. Lammie

~~M. S. Bate~~

Wright Stickley

George W. Russell

J. P. Albert

~~W. M. Lehigh~~

J. C.

J. D. Richmond, Mrs. Callie Bate, & M. R. Wolfe,

The depositions of B. M. Morgan and H. J. Morgan, taken before me, Mayo Cabell, a Notary Public in and for Lee County, Virginia, at the office of L. T. Hyatt, in Jonesville, in said county, on the 10th. day of October, 1902, to be read in evidence on behalf of the defendants in a certain suit in chancery now pending in the circuit court of Lee County, Virginia, wherein Jennie H. Baylor, and others, are plaintiffs, and Lon H. Baylor, and others, are defendants, and on behalf of the plaintiffs in another certain cause in chancery pending in said court, wherein Lon H. Baylor and others are plaintiffs, and Jennie H. Baylor and others are defendants. Taken by agreement of all the parties, by counsel.

PRESENT: C. T. Duncan, Attorney for plaintiffs in said first styled cause, and for defendants in said second styled cause.

L. T. Hyatt and R. T. Irvine, Attorneys for defendants in said first styled cause, and for plaintiffs in said second styled cause.

B. M. MORGAN, being first duly sworn, deposes as follows:

DIRECT EXAMINATION.

By Mr. Irvine.

Q. 1 Please state your age, occupation, and place of residence?

A. I am 67 years old, or a little over; am at this time clerk of the county court, and reside at Jonesville, Va.

Q. 2. Please state if you were acquainted with C. E. Baylor in his lifetime, and Hattie M. Baylor, his first wife, in her lifetime?

A. Yes sir.

Q. 3. We show you exhibit 3, filed with the plaintiff's bill, in the suit of Lon H. Baylor, et al, vs Jennie H. Baylor, et al, which purports to be a copy of the deed dated 28th day of February, 1877, between Chas. E. Baylor and Harriet M. Baylor, his wife, of the one part, and Benjamin M. Morgan, of the other part. We ask you if you are the same Benjamin M. Morgan referred to in that deed?

A. It appears to me that he wrote it Benjamin. That isn't my name. ~~Im~~ I was the one that was intended to be named, although my real name is Benedict M. Morgan.

Q. 4. Please state if you paid any of the consideration mentioned in this deed?

A. I did not.

Q. 5. We now show you Exhibit 4, filed with the aforesaid bill, which purports to be a copy of the deed dated Dec. 12, 1877, between B. M. Morgan and Lizzie, his wife, of the first part, and Charles E. Baylor of the second part, and ask you if you are the same B. M. Morgan who is mentioned in this deed?

A. Yes sir, I am: at least, I conveyed the same land back to Charles E. Baylor.

Q. 6. Please state whether or not you received any of the consideration mentioned in said last named deed?

(This question, and any answer thereto, is objected to as evidence, because upon the receipt of the consideration the deed itself is the best evidence. 2. Said deed declares that it is in consideration of the sum of \$5000., in hand paid by said Baylor, the receipt whereof is acknowledged, and it is incompetent for the witness now to contradict the plain statement contained in the dee

especially since the said Baylor is dead, and therefor cannot be heard to explain for himself said transaction.

3. This witness is incompetent to testify at all, be-
cause (with regard to this deed)

it is the subject of investigation in the case, and Mr. Baylor, the other party to said contract, being dead, this witness is incompetent to testify with regard to it. C. T. Duncan.)

A. No, sir, I never received anything. There was no money passed between us at all. When I bought the place I never paid him anything. The deed was just made to me according to his request. No money passed at all either way.

C R O S S - E X A M I N A T I O N.

By Mr. Duncan.

(Not waiving the objection to the testimony of this witness in reference to the contradiction in the recitals in the deed, and not waiving the objection on account of his incompetency as witness, but relying and insisting thereon, and subject thereto, counsel for the plaintiffs in the first styled cause, and for the defendants in the last styled cause, will now cross-examine said witness.)

X Q 1. Mr. Morgan, on page 3 of the bill of Lon H. Baylor and others against Jennie H. Baylor and her two children, it is alleged, among other things, that it was the purpose intention and agreement between all of the said parties,

that is, between C. E. Baylor, Hattie M. Baylor and yourself, that you should reconvey the tract of land conveyed to you by Mr. Baylor and his wife to the said Harriet M. Baylor, or to her child, or children if more than one should survive her, as the case might be, in the event that she survived her approaching confinement. I will ask you to state if there was ever such an agreement as that between you and them?

A.

(This question is objected to as not a cross examination on the examination in chief of this witness; and further, if because this witness is incompetent to testify because of the death of Charles E. Baylor, he is equally incompetent to testify in this case because of the death of Harriet M. Baylor. Hyatt & Irvine.)

A.

No sir; I don't recollect anything of the sort. There was an agreement between me and Mr. Baylor, and my recollection is that his wife also requested me to convey it to Charles Baylor. That is my recollection. But he wasn't to convey it to her or to her children.

X Q 2.

In the deed made by Harriet M. Baylor to you, the consideration is stated to be \$5000, to be paid in three equal instalments. Afterwards, you conveyed to C. E. Baylor. I will ask you to state if that conveyance to C. E. Baylor wasn't to be treated as a full satisfaction of the agreement entered into between you and Mr. Baylor and his wife, and a full satisfaction of the purchase-money mentioned in said deed for which said lien was retained?

(This question and the answer thereto is objected to for the reasons stated in the last foregoing objection, and for the further reason of the death of Chas. E. Baylor. Hyatt & Irvine.)

A. Yes, that was how I understood it. In the first place, Mr Baylor and wife conveyed to me, with the understanding between Mr. Baylor and me that I was to convey back to him. That was my understanding, and I think Harriet, his wife, told me she wanted me to convey it back to Mr. Baylor. No money passed between us. The understanding was that I was to convey it back to him for the same consideration, and when I conveyed it back, that settled the matter.

Further Deponent Saith Not.

Signature Waived.

ALSO the deposition of H. J. MORGAN, who being first duly sworn, deposes as follows:

Q. 1 State your age, occupation, and place of residence?

A. I am 75, approaching 76 pretty close; retired lawyer and banker; and live at Jonesville, Va.

Q. 2 Did you know Charles E. Baylor in his lifetime?

A. I did; I knew him well.

Q. 3 Did you, or not, prepare and take the acknowledgment of a deed from your brother, B. M. Morgan, and his wife, to Charles E. Baylor for 144 acres of land, which is referred to in Exhibit 4 filed with the bill in the suit now before us of Lon H. Baylor, et al, vs Jennie H. Baylor, et al, which exhibit I now hand you.

A. My recollection is that I did prepare the deed by which B. M. Morgan and Lizzie Morgan, his wife, conveyed to Charles E. Baylor the tract of land referred to. I think I took the acknowledgment as commissioner.

Q. 4 Please state at whose request you prepared this deed?

A. My recollection is that I prepared it at the request of B. M. Morgan.

Q. 5 Please state whether or not you ever had a conversation with Mr. Baylor himself, or the first Mrs. Baylor, with regard to this deed?

A I don't recollect that either Mr. Baylor or his first wife, Hattie, ever said one word to me about it.

Q. 6 I will ask you if you ever had a conversation with Mr. Baylor in his lifetime concerning the writing of a will for his then wife, Hattie M. Baylor, and if so, whether you wrote a will for her at his request, and what you did with said will if you did write one?

A. (The foregoing question and any answer thereto is objected to as evidence because immaterial and irrelevant to any issue involved in the causes in which it is proposed to read this deposition as evidence, and because the fact of whether or not the witness ever wrote a will for Mrs. Baylor is irrelevant and immaterial. C. T. Duncan.)

A. Mr. Baylor, in his lifetime and in the lifetime of his first wife, stated to me on one occasion that his wife was the owner of some real estate, and that in the event of her death before that of Mr. Baylor she wanted Mr. Baylor to have her estate, and he asked me to write a will for Mrs. Baylor by which she would devise her real and personal estate to him, and I accordingly wrote such a will, and, as well as I now remember, I transmitted it to Charles E. Baylor by mail. And that is the last I have ever seen or heard of it.

Q. 7 Please state as near as you can the time when this will was written, and the circumstances with regard to the

health of Mrs. Baylor, if any were mentioned to you by Mr. Baylor in that connection, at which you wrote this will?

✓ A. (This question and the answer thereto is objected to as evidence for the same reason stated above, and because any answer of the witness in reference to Mr. Baylor's statement, if he made any, of the health of his wife, would be mere hearsay. C. T. Duncan.)

A. I can't fix the date at which this conversation occurred. It occurred, however, prior to the birth of Lon Baylor, and some time, as well as I now remember, after Mrs. Baylor's first confinement. During the conversation, Mr. Baylor told me that it was possible, or even probable, that his then wife might not live very long, and that in the event of her death she wanted her estate to go to Mr Baylor. She wanted her estate to go to Mr. Baylor rather than to her brothers and sisters, and he also said that if his wife should ever be confined under the same circumstances, she would not be apt to live.

Q. 8 We understood from your previous answer that the will thus prepared by you made an absolute devise of the whole of Mrs. Baylor's estate to her husband, Charles E. Baylor. Is that correct?

(Objected to because immaterial. C. T. Duncan.)

A. That is correct, according to my present recollection.

Q. 9 Please state what you did with the deed from B. M Morgan and wife to Charles E. Baylor after you took the acknowledgment of Mr. Morgan and wife to it?

A. I don't recollect distinctly, but my opinion is that I sent it to Charles E. Baylor by mail.

C R O S S - E X A M I N A T I O N .

By Mr. Duncan.

X Q 1. What official position did you hold, if any, in Lee County from about the year 1870 to the year 1883?

A. I was county court judge from May, 1870, as well as I now recollect, until February, 1880, I reckon. That is my best recollection. And from that time to 1888 I was trying to practice law a little.

X Q 2. Was there any will of Harriet M. Baylor ever probated in any of the courts of Lee County, so far as you know?

A. There was no such document ever probated so far as I know in any of the courts of this county.

(It is agreed by counsel for both sides of this case as a fact in these causes, that no will of Mrs. Hattie M. Baylor has ever been admitted to probate in Lee County, Virginia, and that at the time of her death she was domiciled in Lee County.)

X Q 3. Did you ever have any conversation with Hattie M. Baylor, either before you wrote what you intended for her will or after that time, in reference to her making a will?

A. I never did, according to my present recollection. In fact, I don't remember of ever speaking to Harriet M. Baylor after Charles E. Baylor and her moved from Mulberry Gap over to where she died. I don't remember when that was. My best recollection is that ~~ix~~ it was sometime between the year 1869 and 1875.

X Q 4. At the time you prepared the will at the request

of C. E. Baylor, and at the time you prepared the deed at the request of B. M. Morgan, you were a practicing attorney, were you not?

A. Yes, I was trying to practice law.

X Q 5. You prepared that deed, as I understand you, at the request of B. M. Morgan. Did you prepare it as he requested it prepared. I mean, did you make the grantee the person he desired it made to?

A. I think I did. That is my recollection. I prepared the deed just as he directed it. I think B. M. Morgan told me that the purpose was to get the title out of Mrs. Harriet M. Baylor and vest it in Charles E. Baylor.

(The latter part of this answer is objected to as hearsay. Hyatt & Irvine.)

Further Deponent Saith Not.

Signature Waived.

THE FURTHER TAKING of these depositions is ADJOURNED to the store-house of L. H. Baylor, near Boone's Path, Virginia, on the 11th. day of October, 1902.

Mayo Cabell N. P.

MET, pursuant to ADJOURNMENT, at the store-house of L. H. Baylor, near Boone's Path, Lee Co., Va., on the 11th. day of October, 1902.

PRESENT: L. T. Hyatt, attorney for defendants and cross-complainants, L. H. & Harry Baylor, and C. T. Duncan, attorney for Jennie H. Baylor, and Guardian Ad Litem for Archie R. and Robert A. Baylor

J. S. B. RICHMOND, another witness, being first duly sworn, deposes as follows:

Q DIRECT EXAMINATION.

By Mr. Hyatt/

Q. 1 State your age, residence and occupation?

A. I am 36 years old; live at Ewing, Va., and my occupation is that of a merchant and farmer.

Q. 2 Were you acquainted with Charles E. Baylor in his lifetime?

A. Yes, sir.

Q. 3 Did you ever have a conversation with said Charles E. Baylor in his lifetime in which he told you anything concerning a 144 acre tract of land formerly belonging to his wife, Harriet M. Baylor. If so, state where the conversation occurred; when it occurred, as near as you can remember, and what he said in regard to it?

(The right to object to this question and any answer thereto is reserved until the answer is made, because in the present form of the question it is impossible to tell whether the testimony will be admissible or not. C.T.Duncan.)

A. There was nothing said about the acres of land. He told me in Knoxville, Tenn., and I can't state the time, but I think it was in May after the store was burned here. He said that his children would get the land that belonged

to their mother.

(The foregoing question and especially the answer thereto is objected to as evidence in this case, because it is irrevalant and immaterial, and the title to land in Virginia cannot be passed by verbal statements. C.T.Duncan.)

Q. 4\$

In that conversation, did he mention which of his children would get this land?

A.

He said Harry, Lon and Hattie.

(This answer is objected to for the same reason stated above. C. T Duncan.)

Q. 5

Did you ever hear Mr Baylor say anything about a conveyance by him and his wife, Harriet M. Baylor, to B. M. Morgan of said land, and a re-conveyance by said Morgan. If so, tell what he said, when it was, and where?

(This question and answer thereto is objected to as evidence, because it is mere hearsay. It is immaterial and irrevalant to any issue involved in this cause. The title to land cannot be passed by an oral statement. C. T. Duncan.)

A.

He said it was conveyed because she would rather he would have it than the Beatys. It was in Knoxville, Tenn., at the same time.

Q. 6

Did he in that conversation tell you why the said conveyance was made?

(Objected to because immaterial and irrevalant. C. T. Duncan.)

A.

He said at that time his wife was not expected to live. He didn't tell me the reason of it.

Q 7

Did he in that conversation, or any other, say how the title to the land then stood?

(objected to because irrelavant and immaterial.

C. T Duncan.)

A. He said the title at that time was in him from Morgan.
But there was nothing on record to show it.

Q. 8 Did he say why he had never recorded the deed from
Morgan?

(Objected to as immaterial and irrelavant, C.T.Duncan)

A. He said the children would get it - that is, Lon, Harry
and Hattie.

(The last answer is objected to because it is in no
way responsive to the question asked. C. T. Duncan.)

C R O S S E X A M I N A T I O N .

By Mr. Duncan.

X Q 1. You say that this conversation between you and
Mr. Baylor occurred, as you think, in May after the store
was burned. Do you remember the year in which the store was
burned?

A. I think it was in 1897. I am not certain though.

X Q 2. Then the conversation would have been in May, 1898?

A. I think it was in 1898, in May.

X Q 3. Any other person present at the time of that conversa-
tion except yourself and Mr. Baylor?

A. No, sir.

X Q 4. Was the conversation in the day time, or at night?

A. I think it was at night, after supper.

X Q 5. And in that conversation he said to you, if I under-
stand you correctly, that his children would get the land
that belonged to their mother. Is that right?

A. Yes, sir.

X Q 6. And he also said that the land was conveyed to him because his wife would rather he should have it than the Beatys?

A. Yes sir; that is exactly what he said.

X Q 7. Which language did he use first - the language that the land was conveyed to him because his wife preferred him having it to the Beatys, or the language that his children would get the land that belonged to their mother?

A. Well, I can't state that, Judge, which.

X Q 8. What lead up to the conversation between Mr. Baylor and yourself with reference to that matter or to the children?

A. Well, he brought it up himself. The conversation commenced about the store here being burned. I don't guess that has anything to do with it, has it?

X Q 9. The store-house that was burned did not stand on that piece of land that was conveyed to Mr. Baylor by Mr. Morgan, did it?

A. I don't know, sir, whether it did or not.

X Q 10. Did Mr. Baylor in that conversation say anything about how he was going to pass the title out of himself to the children of his first wife?

A. No, sir, he did not.

X Q 11. You have never had any further conversation or any other conversation with Mr. Baylor in regard to the land matters either before or after that one conversation, did you?

A. In regard to this land, I didn't.

X Q 12. Was Mr. Baylor a talkative man with reference to his private affairs, or was he rather reticent?

A. That was the only talk he ever had with me about this

business. You know how he was at that time. He was troubled some, I reckon. He was not talkative at all. I done a good deal of business for him for a long time, and he talked to me about that.

Further Deponent Saith Not.

Signature Waived

ALSO the deposition of Mrs. Callie Beaty, who being first duly sworn, deposes as follows:

Q. 1 Please state your residence and relationship to Mrs. Harriet M. Baylor?

A. I live near Boone's Path, Va. Mrs. Baylor was a sister of my husband's.

Q. 2 You were acquainted with Mrs. Baylor in her lifetime, were you?

A. Oh, yes.

Q. 3. How near did you live to her?

A. Well, it is about 1 mile, I suppose.

Q. 4 Did you ever have any conversation with her with reference to her estate. If so, state when it was, as near as you can remember, where it was, and what she said?

(This question, and any answer thereto, is objected to as evidence for any purpose, because it would be mere hearsay. 2. The acts of Mrs. Harriet M. Baylor could not be affected by declarations made by her before the act was done, and if the conversation which the witness is expected to testify to occurred after Mrs. Baylor acted, her acts could

neither be affected or explained thereby. C. T. Duncan)

A. She was at my home. It was a few months before Lonny was born, and I don't know how old Lonny is. She said that if she should die without a living heir, she had fixed it so that Charlie should inherit her estate.

Q. 5 By Charlie, whom did you understand her to mean?

A Her husband, Mr. Charlie Baylor.

Q. 6 In the answer to a preceding question you say " a few months before the birth of Lonny." By Lonny, do you mean Lon H. Baylor?

A. Yes, sir, Lon H. Baylor.

C R O S S E X A M I N A T I O N .

By Mr. Duncan.

X Q 1. I would like, Mrs. Beaty, for you to fix as nearly as you can how long it was before the birth of Lon H. Baylor that this conversation occurred?

A. I don't think it could have been more than two months. It mightnot have been so long. I can't remember exactly. It was soon after this matter was fixed up between her and Charlie, and I don't remember when that was.

X Q 2. Did she tell you how she had fixed it?

A. She did not.

X Q 3. State, Mrs. Beaty, if you can, the date of the birth of L. H Baylor, Harry Baylor and Hattie Baylor, and also state in this connection the date of the death of Harriet M. Baylor, the first wife of Charles E. Baylor?

A. I cannot tell either one of these events by my personal recollection, but an examination of the records of these events in the Bible, in the handwriting of Charles E. Baylor,

shows the following: That H. A. Baylor, who is now known as Lon H. Baylor, was born June 9, 1877; Harry Baylor, January 18, 1879; Hattie A. Baylor, December 17, 1881; and Harriet M. Baylor, first wife of Charles E. Baylor, died December 26, 1881.

R E - D I R E C T E X A M I N A T I O N .

By Mr. Hyatt.

R Q 1. I will now ask you a question which I omitted to ask in your examination in chief. What was the condition of Mrs. Baylor's health at the time of the conversation you refer to?

A. It was very good at that time.

R Q 2. Some time before this had she given birth to a child, and at that time was her life in danger, as you understood?

(This question and answer thereto is objected to, because the understanding of the witness is not evidence, and the fact whether or nother life was in danger, is a matter of proof by a specialist upon that question. C. T. Duncan.)

A. Yes sir.

R Q 3. Did she apprehend danger to her life in case of a second birth, as you recall?

(This question is objected to because immaterial and irrelevant, and would be only hearsay as to this witness. C. T. Duncan.)

A. Yes, sir.

Further Deponent Saith Not.

Signature Waived.

THE FURTHER TAKING of these depositions is ADJOURNED to the residence of M. R. Wolfe, at Brown's Switch, in Lee County, Virginia, on the same day.

Mayo Cabell

Notary Public.

MET, pursuant to adjournment, at the residence of M. R. Wolfe, in Lee County, Virginia.

PRESENT: Same attorneys as heretofore.

M. R. WOLFE, being first duly sworn, deposes as follows:

Q. 1 State your age, occupation and place of residence?

A. I am 46 years old; foreman of mines; and live at Brown's Switch, Lee County, Virginia.

Q. 2 Were you acquainted with Charles E. Baylor in his lifetime?

A. Yes, sir.

Q. 3 Did you ever have a conversation with said Charles E. Baylor with respect to a tract of land occupied by him and adjoining the lands of A. H. Fulkerson. If so, tell when and where the conversation occurred as near as you can, and what Mr. Baylor said with regard to the matter as you remember it?

(The right to object to the foregoing question and answer thereto is reserved until the answer is made, because as the question is asked it is impossible to tell whether the testimony will be legitimate or relavant. C. T. Duncan.)

A. Well, I was cutting some timber for Mr. Baylor South of the dwelling house, and Mr. Fulkerson came up to where I was at work, and seemed to think that I had cut down hill far enough, and he said not to cut any further. I went over to the store to see Mr. Baylor about it, and he said to come over to his office to see him about it. We went there and he said he had a deed and plat to the land, and looked in a safe and got out a deed that was to the land, is my recollection, and he said the deed had never been recorded. We looked over the plat more particular than anything else. I don't know if I looked at the deed, but I looked at the plat so as to see the lines. This is about all the conversation we had about it.

Q. 4 You haven't mentioned when this conversation occurred?

A. I don't remember the date exactly, but think it was some time about 1892 or 1893.

Q. 5 Did you formerly follow the trade of carpenter?

A. Yes, sir.

Q. 6 Did you assist as a carpenter in building the dwelling house occupied by Mr. Baylor at the time of his death?

A. Yes, sir, I worked on his house.

Q. 7. During the construction of said house, and while you were at work there, did you hear Mr. Baylor make any remarks or have any conversation with regard to this land, and if so, tell what he said?

(The right to object to this answer is reserved, for reasons stated in last preceding statement by counsel.

C. T. Duncan.)

A. Well, I was at work on the front of the house when Lonny was just a very small child - probably wasn't more

than one month old. I remember Mr. Baylor brought him out in his arms on the porch, and talked about it. I remember he said Dr. Spencer told him and his wife that his wife would not live. And he went on to say that through the representations of Dr. Spencer his wife sold the place there. I remember he said that. He may have said more about it, but I don't remember. He said that was proof to him that doctors didn't know more than ~~one~~ half they said, anyway. If I ever heard Mr. Baylor say anything about buying the property back, I don't remember .

Q. 8 In your last answer, you speak of Lonny. Do you refer to Lon H. Baylor?

A. Yes, sir.

C R O S S - E X A M I N A T I O N .

By Mr. Duncan.

X Q 1. This last conversation that you heard Mr. Baylor have when you were working on the house was in the lifetime of his first wife, was it not?

A. Yes, sir.

X Q 2. Do you remember how long Mrs. Hattie M. Baylor lived after that time?

A. I think Mrs. Baylor must have lived some 6 or 8 years afterwards. I will say 6 years.

X Q 3. When you were cutting timber, as stated by you in the first part of your deposition, when Col. Fulkerson interposed the objection, who were you cutting timber for?

A. I was cutting for Mr. Baylor.

X Q 4. When he showed you the deed, he claimed it as being the deed to that land, did he?

A. I think he did. My recollection is that he picked up the deed, and said this is the deed.

X Q 5. Did he at that time claim he had a right to cut the timber you were cutting?

A. Well, he employed me to cut it, and I cut it. I had the contract with him.

X Q 6. You have worked on that house since the ^{first} work you speak of having done, have you not?

A. Yes sir. I added the bay windows to it. I put the roof on it. Done some other work there. Right smart work. I did principally all of Mr. Baylor's carpenter work for him.

X Q 7. Did you raise, or assist in raising, the ell part of that house so as to make two stories?

A. No, sir, I put a roof on it, is all I had to do with it.

X Q 8. Please state as near as you can when it was that you put in the bay windows or octagon ends of the house?

A. Well, sir, I don't know how long it was. I think it was about 7 years ago.

X Q 9. And was the ell raised a story about the same time?

A. No, it was done some time before that.

X Q 10. For whom were you working when you put in those bay windows and put the roof on?

A. I was working for Mr. Baylor. He employed me.

X Q 11. Who raised the ell for Mr. Baylor?

A. Mr. William Neff.

X Q 12. The ell was raised and the improvements which you put to the house were all made since the death of Mrs Hattie M. Baylor, were they not?

A. All the work that I ever had a contract for with them was done since the death of Mrs. Baylor.

X Q 13. Mr. Wolfe, you may state if you please what would have been the fair value of the improvements made to that house by raising the ell another story, and by putting on the octagon ends or bay windows, as done by you, including the metal roof that was put on?

A. It would be merely a guess with me, of course. Well, I would say from \$400 to \$500. \$400 anyway.

X Q 14. Mr. Wolfe, did you ever hear a conversation between Mr. Baylor and any other person in which there were any threats made as to turning Mrs. Jennie Baylor out of that house in the event that Charles E. Baylor should die before she did?

A. I don't remember that I ever heard anyone tell Mr. Baylor that they would do that. I never heard anyone tell Mr. Baylor that.

X Q 15. Did you ever hear any person make a threat to throw Mrs. Baylor out of that house and property in the event that Mr. Baylor should die before she did, and if you say that you did, you may state who it was?

(This question is objected to, because incompetent, irrelevant and immaterial to any issue in this suit.
L. T. Hyatt.)

A. I can't say that he ever threatened to throw her out. But I have heard some persons say that the property belonged to her three children; that they intended to see that they got it, as it was theirs. Mr. R. B. Beaty said that. That was in the lifetime of Mr. Baylor, and after that I heard Mr. Beaty say that he had given all that up, and concluded just to let it alone.

R E - D I R E C T E X A M I N A T I O N .

By Mr. Hyatt.

R Q 1. The original dwelling house on said land was built in the lifetime of Hattie M. Baylor, was it not?

A. Yes, sir.

R Q 2. And the two story front, with straight windows, was also built in her lifetime?

A. Yes, sir; the original house was built in her lifetime, is my recollection.

R Q 3. Were the octagon ends and the metal roof built at the same time or about the same time?

A. No, sir; the metal roof was put on when the ell was raised, and the octagon ends was put on some years afterwards. My recollection is that I put the metal roof on both houses at the same time.

R Q 4. What was the condition of the old roof on the building at the time the metal roof was put on?

A. It was a shingle roof.

R Q 5. In good or bad condition?

A. I don't remember. It was leaking.

Further Deponent Saith Not.

Signed and Waived

) "#) -23-

State of Virginia)
) Sct:
County of Lee)

I, Mayo Cabell, a Notary Public in and for the
County aforesaid in the State of Virginia, do certify
that the foregoing depositions of H J. Morgan, B M.
Morgan, J. S. B. Richmond, Mrs. Callie Heaty and M. R. Wolfe,
were taken and sworn to before me at the time and place and
for the purposes mentioned in the caption hereto annexed.

Given under my hand, this the 13th day of October,
1902.

Mayo Cabell

Notary Public.

NOTARY FEE.

Taking notes, @ 75¢ per hr.	
4 hours =	\$3.00
Transcribing same, @ same	
5 hours =	\$3.75
	<u>\$6.75</u>

Jennie H. Baylor, et al,

o } Depositions

Lon H. Baylor, et al,

Received by mail
in good condition
and filed Oct 20th 1902
A. B. Munsey Clerk

The deposition of J.A.G.Hyatt, taken before me, C.E.Couk, notary public in and for the County of Lee in the State of Virginia, on the 28th day of October, 1902, at the law office of L.T.Hyatt, in the town of Jonesville, Virginia, pursuant to agreement of parties, which deposition is intended to be read as evidence in behalf of Lon H.Baylor one of the defendants in the chancery cause entitled Jennine H.Baylor et al vs. L.H.Baylor et al, now depending in the Circuit Court of Lee County, Virginia.

Present L.T.Hyatt, attorney for defendants, Geo.P.Cridlin, guardian ad litem for infant defendant, and C.T.Duncan attorney for plaintiffs.

J.A.G.Hyatt, a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Are you the Administrator of the estate of Chas.E. Baylor, deceased?

A.-- I am.

Q.2.-- In the distribution of the personal estate of said Baylor how much has been paid by you to Lon H. and Harry Baylor and in what did said payments consist?

A.--
~~xxxxx~~

Obj.-- The foregoing question and any answer thereto is objected to because irrelevant and immaterial.

C.T.Duncan atty for plffs.

A.-- I have paid them about \$5000.00 each. I paid to them jointly about \$6500.00 in a stock off goods, located mostly in a brick store on the farm owned by C. E.Baylor, and the residue of said stock of goods in a store on a lot near the depot at Rose Hill. The balance was paid them in cash and in debts they owed to the estate.

Q.3.-- State whether or not if you know, since the sale by you to them of said stock of goods, said Harry Baylor has sold his interest therein to Lon.H.Baylor?

Obj.-- Objected to because immaterial.

C.T.Duncan for plff.

A.-- They have so infirmed me.

And further this deponent saith not.

wit 1 da \$50

J. A. G. Hyatt

Virginia, Lee County, to-wit:

I, C.E.Cook a notary public in and for the County of Lee in the State of Virginia, do certify that the foregoing deposition of J.A.G.Hyatt, was taken, sworn to and subscribed before me at the time, place and for the purpose in the caption mentioned.

Given under my hand this the 28th, day of October, 1902.

C.E. Cook

N.P.

My commission expires Aug 27/904

Jennie H. Baylor et al
vs. { In Chy
Lou H. Baylor et al

Depos. of
J. A. G. Hyatt ^{Cost} \$.50

Filed October 28th 1902
A. B. Munsey Clerk

Notary's fee 1 hr. \$.75

Received of C.T.Duncan Special Commissioner, \$4286.04, being in full of the two last installments of the purchase price of the land of Archia R. and Robert *.Baylor, sold by the said Duncan as Commissioner in the chancery cause of Jennie H. Baylor Guard. v. Archia R. Baylor et al, pending in the Circuit Court of Lee County, Virginia. Said land having been sold *for an annuity of cash and bal in ann and* ~~three~~ years time from the 1st day of January, 1904, one of the installments not being yet due as Guardian I am willing to accept it now, to which the Circuit Court has consented.

This the 18th day of December, 1905.

*Jennie H. Baylor Guardian
of Robt A & Archie R Baylor*

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
Lee County, Virginia:

The undersigned Special Commissioner in the Chancery cause
of Jennie H. Baylor Guard. for &c. vs. A.R. Baylor et al, begs
last
leave to report that the two deferred payments of the purchase
price for the land sold by him as Commissioner in this cause, one
of which will become due on the 1st day of January, 1906 and the
other on the 1st day of January, 1907, have been paid off by the
purchaser, B.F. Kincaid, to your Commissioner, by and with the con-
sent of the said Jennie H. Baylor, Guard of the said Archie R. and
Robert A. Baylor, and your Commissioner has paid the same over to
the said Jennie H. Baylor and took her receipt for the same, which
is filed herewith as part hereof.

Your Commissioner has heretofore made a deed to Mr. Kincaid
for said land and in that deed he retained a lien on said land
as security for the payment of said purchase money notes, and they
having now been paid off said lien should be released and said
cause should be stricken from the docket.

All of which is respectfully submitted

C. T. Dureau
Special Commissioner.

James H. Taylor Pres

v $\frac{4}{3}$ Report of
Comm

Archibald Taylor Sec

Filed Dec 19, 1905

H. B. Fawcett,
clerk.

To the Honorable H. A. W. Skeen, Judge of the circuit court for Lee County, Virginia:

Having been appointed a special commissioner by a decree entered by said court on the 14th day of November, 1902, in the two chancery causes therein pending, entitled "JENNIE H. BAYLOR et al. vs. Lon H. BAYLOR et al." and "Lon H. BAYLOR et al. vs. JENNIE H. BAYLOR et al." brought on to be heard together, and thereby directed to convey to said Lon H., Harry and Hattie M. Baylor all the right, title and interest in and to the said tract of land, and the legal title thereof, which became vested in the said Charles E. Baylor, by virtue of the deed from B.M. Morgan and wife to him, dated December 12, 1877, and of record in Lee County D.B. 37, page 521, with covenants of Special Warranty, and acknowledge the said conveyance for recordation, respectfully reports that he has made executed and acknowledged for recordation a deed, as required by the said decree, and he here files the same for the inspection and approval of the court.

L. P. Hyatt,

Special Commissioner.

Jennie H. Baylor et al
v. { In Chancery.

Lou H. Baylor et al
and

Lou H. Baylor et al
v. { In Chancery
Jennie H. Baylor et al.

Report of L. P. Hyatt,
Special Commr. of ex-
ecution of deed to L. H.
H. M. + Mattie M. Baylor
for 144 a. tract.

Filed March 3, 1903.
A. B. Munsey Clerk

Special Commissioner.